

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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| IN RE: | § | CHAPTER 11 |
| | § | |
| FIELDWOOD ENERGY, LLC, <i>et al.</i> ¹ | § | CASE NO. 20-33948 (MI) |
| | § | |
| DEBTORS. | § | JOINTLY ADMINISTERED |
| | § | |

**EXPRO AMERICAS, L.L.C.’S OBJECTION TO DEBTORS’
NOTICE TO ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS**

EXPRO AMERICAS, L.L.C. (“**Expro**”), by and through undersigned counsel, hereby files this objection to the Debtors’ Notice of Assumption of Executory Contracts, as set forth in the Schedule of Assumed Contracts filed on May 27, 2021 [Docket No. 1395] (the “Notice”), as amended on June 2, 2021 [Docket No. 1456] (the “Amended Notice”). In support of its objection, Expro respectfully states as follows:

1. Both Debtors’ Notice and Amended Notice show that Debtors and Expro are parties a certain pipeline rental agreement, providing for services, equipment, material, labor and supplies to the Debtors (the “Agreement”).
2. Debtors defaulted on its Agreement with Expro, as further evidenced by the invoices and liens attached to Expro’s proof of claim [*See* Expro’s Proof of Claim No. 464]. Expro is owed **\$638,794.96** from the Debtors for pre-petition unpaid goods and services.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

3. The Notice and Amended Notice provide that Debtors intend to assume the agreement with Expro, but incorrectly identifies the cure amount as **\$0**. The correct cure amount of **\$638,794.96** must be paid prior to the assumption of the agreement with Expro.

Based on the foregoing, Expro Americas, L.L.C. hereby objects to the assumption and assignment of its interests with a \$0.00 cure amount. The correct cure amount associated with Expro's agreement is **\$638,794.96**. Expro respectfully requests that the Court deny the Debtors' request to assume and assign the Expro agreement, unless the Debtors cure all defaults.

Dated: June 8, 2021

Respectfully submitted,

DORÉ ROTHBERG MCKAY, P.C.

By: /s/ Zachary S. McKay
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Counsel for Expro Americas, L.L.C.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 8th day of June, 2021, I caused a copy of Expro Americas, L.L.C.'s Objection to Debtors' Notice of Assumption and Assignment of Executory Contracts to be served via CM/ECF and as indicated upon counsel listed below.

/s/ Zachary S. McKay
Zachary S. McKay